

**CENTRAL VALLEY REGIONAL WATER BOARD  
REQUEST FOR QUALIFICATIONS (RFQ)  
PROPOSITION 84 AGRICULTURAL WATER QUALITY GRANT PROGRAM**

**Frequently Asked Questions on RFQ**

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**Question**    ***The grant agreement contains standard language related to the "useful life of the project." How does this affect the implementation of management practices for growers who apply for funding?***

**Answer**      The Grantee will be liable for the ensuring the useful life of the implemented management practice or project, as well as the operations and maintenance of management practice or repayment if the practices are removed.

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**Question**    ***How can the Grantee ensure the useful life of the management practice?***

**Answer**      In the contract between the Grantee and individual grower, there should be a term agreement that the useful life of any management practice implemented as part of the project is the applicable Natural Resources Conservation Service (NRCS) conservation practice service life, as specified in Part 515.141 of the October 24, 2004 version of the NRCS Program Manual, or the period during which the grower continues to operate the property as irrigated lands, whichever is shorter. If a practice is not listed in Part 515.141, the useful life of that practice shall be set by the contract language, or the time period during which the grower continues to operate the property as irrigated lands, whichever is shorter.

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**Question**    ***What about operation and maintenance of the implemented management practice?***

**Answer**      The contract between the Grantee and the individual grower should specify the contract is effective for a period of twenty (20) years from the effective date. During that period, the contract should specify the grower will operate and maintain the management practice, including, but not limited to, providing insurance coverage for the practice if applicable.

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**Question**    ***How enforceable is the contract between the Grantee and the grower?***

**Answer**      The contract is a legal document. Contracts between the Grantee and individuals have been successful for the Dairy Program (Proposition 50, Agricultural Water Quality Grant Program) and the Sustainable Conservation Program.

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**Question**    ***What if the property that has the implemented management practice is sold?***

**Answer**      The contract between the Grantee and the individual grower will contain a section on terms and termination of the agreement. One of the grounds for contract termination will be if the property is no longer in control of the grower or used as irrigated agricultural land.

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**Question**    ***Does the Grantee have to write the contract with the individual grower?***

**Answer**      The Regional Water Board staff will work with the Grantee to write the contract between the Grantee and the grower. As mentioned above, two grantees have successfully written contracts that may be used as templates.

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**Question**    ***Will the grower be required to provide three bids for work to implement management practices under the grant?***

**Answer**      Three bids will not be required. In the application process, the management practice and the estimated cost for implementation will be reviewed by the Advisory Committee to be considered for grant funding. Any questionable work or costs will be evaluated by the Advisory Committee and likely considered to be non-responsive to the grant requirements.

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**Question**    ***What are the State's requirements for subcontractors in the grant program?***

**Answer**      The grant agreement has specific language that states the Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension", nor shall the Grantee contract with any individual or organization on USEPA's List of Violating Facilities (40 CFR, Part 31.35, Gov. Code 4477). The Grantee certifies to the best of its knowledge and belief, that it and its principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or Grantee; b) have not within a three-year period preceding the grant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

The grant agreement further states that the Grantee be bound by all provisions of State Labor Code regarding prevailing wages and that licensed professionals be used to perform services where such services are called for. These provision should also be part of any contract that the Grantee signs with others (subcontracts) as part of the grant agreement.

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For more information, please contact Margaret Wong at (916) 464-4857 or [mawong@waterboards.ca.gov](mailto:mawong@waterboards.ca.gov)., or Margie Read @ (916) 464-4624 or [mread@waterboards.ca.gov](mailto:mread@waterboards.ca.gov).